

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

25526365

This Indenture, WITNESSETH, That the Grantor^s

LUTHER G. HAMILTON and IRMA HAMILTON, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty-six Hundred Eighteen & 08/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
of the City of Chicago County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements
herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing ap-
paratus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the City of Chicago County of Cook and State of Illinois, to-wit:

The East half of Lot 121 and the West half of Lot 120 in the
Superior Court Partition of the South East Quarter of the South East
Quarter of Section 22, Township 38 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois, commonly known as
610 East 71st St. Chicago, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor S. LUTHER G. HAMILTON and IRMA HAMILTON, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
DAVENPORT CONSTRUCTION CO., for the sum of Forty-six Hundred Eighteen
& 08/100 Dollars (\$4618.08) payable in 35 successive monthly instalments
each of \$128.28 and a final instalment which shall be equal to or
less than the Monthly instalments due on the note commencing on the
4th day of Sept. 1980, and on the same date of each month thereafter,
until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR^s covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon as provided, and in said notes provided, or
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises,
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises
that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all fire, theft and other insurances on
said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in such cases acceptable to the holder
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee,
which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances,
and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due the grantor or the holder
of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien as title officer may demand, and
all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately on demand, and
the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at
seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had the aforesaid
express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the fore-closure here-
of including reasonable solicitor's fees, outlays for documentary evidence, stampographer's charges, cost of procuring or completing abstract showing the title
title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or pro-
ceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses
and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such fore-closure
proceedings which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release heard given, until all such expenses
and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators
and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that
upon the filing of any bill so fore-closure this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party
claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said
premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then
August C. Hoptel of said County is hereby appointed to be first successor in this trust; and if for
any reason he shall be unable or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second
successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to
the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 22nd day of July A. D. 19 80



X Luther G. Hamilton (SEAL)
X Irma Hamilton (SEAL)
_____ (SEAL)

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1980 JUL 25 AM 10 15

State of Illinois
County of Cook

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I, JUL-25-80 331728 2552365 a Notary Public in and for said County, in the State aforesaid, do hereby certify that REC 10.00
LUTHER G. HAMILTON and IRMA HAMILTON, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 22nd
day of July 1980

[Signature]
Notary Public

Property of Cook County Clerk's Office

Box No. 246

Trust Deed

LUTHER G. HAMILTON and
IRMA HAMILTON, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LeMotte

Northwest National Bank of Chicago
3985 Milwaukee Avenue
Chicago, Illinois 60641



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